

THE RESPONSIBILITIES OF BUSINESS ACTORS AND THE LEGAL IMPLICATIONS OF MINORS PURCHASING ONLINE MOBILE GAME CREDITS

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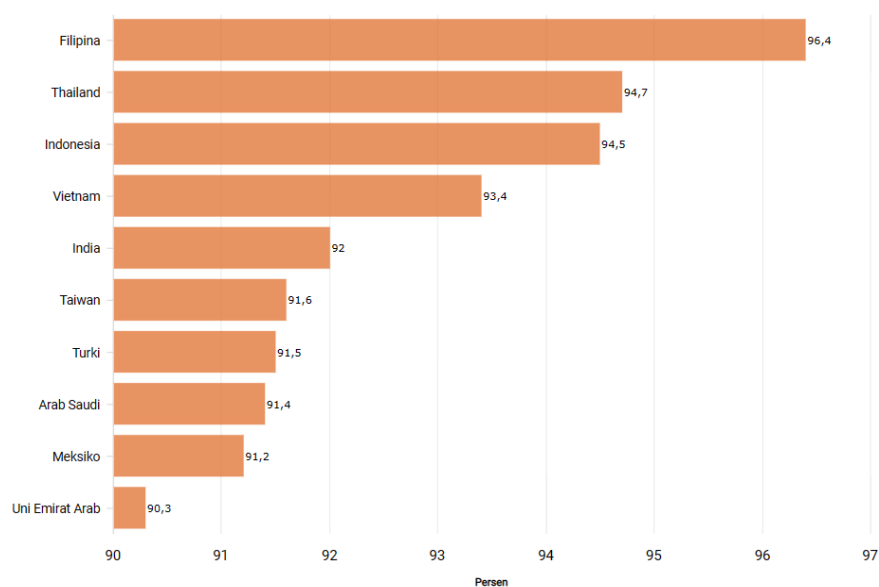
Abstract

Children's interactions and lifestyles worldwide have greatly benefited from the expansion of the internet gaming sector. However, the practice of minors purchasing and reselling online game certificates has prompted concerns about the accountability of corporate operators and potential legal repercussions. In the context of minors purchasing online game vouchers, this study investigates the responsibilities of commercial actors and the legal implications. This research methodology uses a normative legal approach to gather data from the literature, relevant judicial judgments, statutes, and regulations. This analysis aims to comprehend corporate actors' accountability, legal ramifications, and parents' function in this type of transaction. The findings demonstrated that business actors who offer online game vouchers have a duty to uphold the legitimacy of transactions. Businesses have a responsibility to make sure that such transactions adhere to ethical and legal standards, even though many laws forbid minors from engaging in transactions without their parent's permission. The legal ramifications of minors purchasing and selling online game vouchers may include possible violations of consumer rights, the protection of personal data, and provisions of contracts that may be void owing to age restrictions. Monitoring and limiting their children's access to these kinds of transactions is a crucial responsibility for parents. Collaboration between commercial actors, the government, and parents is required to maintain the integrity and protection of children in online game voucher purchasing and selling operations.

Keywords: Responsibilities; Business; Minors; Game; Mobile.

A. INTRODUCTION

The quickening pace of information and communication technology development characterizes the age of digital disruption. Gadgets are now an essential part of everyone's lives and are both present and required. One of the tools that seems to offer a variety of substitute conveniences for parts of human life is the smartphone. Smartphones provide a variety of functions and features in addition to serving as a communication tool and continuing to grow, including everything from fulfilling corporate demands to amusement and recreation.



Graph 1. Top 10 (ten) Countries with Highest Video Games Players in the World
Source: <https://databoks.katadata.co.id/datapublish/2022/02/16/jumlah-gamers-indonesia-terbanyak-ketiga-di-dunia>, accessed on 25 Mei 2023

The mobile internet game industry is currently booming in Indonesia. In fact, Indonesia was predicted to rank third in the globe in terms of the number of video game players in 2022 (Dihni, 2022). According to information from the Ministry of Communication and Informatics and the 2021 Indonesian Game Industry Ecosystem Map, there are more than 170,000,000 (one hundred and seventy million) game players in Indonesia across a variety of platforms. Since 84% (eighty-four percent) of Indonesian respondents play games on their mobile phones, it is clear that smartphones are the most popular platform for doing so (Novianty & Prastya, 2022).

Even more, it was said that Indonesian gamers spend an average of 11 (eleven) hours each week playing games on their cell phones (Novianty & Prastya, 2022). Of

course, the market for mobile online games has grown as a result of the enthusiastic community and high demand. By creating and disseminating games in accordance with the tastes and interests of Indonesian online game players, local and international game businesses compete with one another to capture the enormous market potential in Indonesia. Different groups are interested in different mobile online game examples, such as "Mobile Legends," "PUBG Mobile," "Free Fire," and "Stumble Guys." On their separate cell phones, players can download a variety of mobile internet games for free and without incurring any fees. Although it is free to download, the majority of mobile game developers offer a top-up option. By topping up their balance, players can use this feature to purchase game credit. Users who buy multiple game credits can utilize them to access exclusive features that are not available to users who do not purchase game credits. As a result, these game credits are used to purchase scarcely available skins, outfits, gear, and other special features, making the gamers who purchase them unique from other players.

When Massively Multiplayer Online-Role Playing Games (or "MMORPGs") first gained popularity in the early 2000s, game vouchers were still available in physical form and could be bought right at internet cafés. At that time, the ability to buy and sell online gaming certificates was still restricted because it could only be done through a direct purchasing mechanism. As time has gone on, several outlets for purchasing and selling online game vouchers have emerged. Even while real physical form vouchers are still available, a lot of websites, like "Codashop," "Kiosku," "GudangVoucher," "Indomog," "Unipin," and many more, offer gaming voucher top-up services at the moment. Additionally, other online gaming voucher payment options or game-credit purchases are available. Additionally, telecommunications providers have started to provide payment options via phone credit deductions. In addition, payments can be made through minimarkets like the chain stores "Indomaret" and "Alfamart," as well as through bank transfers, debit/credit cards, internet/SMS banking, and a number of digital payment services offered by e-wallets including "GoPay," "ShopeePay," "Dana," and "OVO." It is now simpler for gamers to purchase online game coupons or top up their game credits using their preferred payment option.

The problem arises when players or buyers who are still minors have simple access to purchasing online gaming vouchers or game credit. Nowadays, minors have access to smartphones and can play mobile games online. They still can't tell accountability from their own conduct because they are still minors. Here are some

news items to note: (1) In 2019, Ririn Ike Wulandari, a mother, became popular on Facebook. Without her or her husband's knowledge, her child made multiple purchases of online mobile voucher games totaling IDR 11,000,000 (eleven million Rupiah) (Hakim, 2019); (2) In March 2021, there was a viral video recorded by the minor's parents going mad. The suspected minor bought online game vouchers in total for IDR 2,000,000 (two million Rupiah) without the concern of his parents or older siblings (Oktazian, 2021); (3) In May 2021, there was an online viral incident involving a minor buying an online game voucher for IDR 800,000 (eight hundred thousand Rupiah) at Indomaret Simpang Mayang, Simalungun Regency, North Sumatra Province. The concerned child's parents want "Indomaret" to take responsibility for this incident (Hermansyah, 2021). As of right now, there are no regulations limiting minors' use of online game vouchers. One of the effects of a legal void is that minors will have free and unrestricted access to the ability to purchase online game vouchers regardless of age limits.

In accordance with related research, Rhymer Lazuardi Marxis Mustary in 2022 (Mustary, 2022) examined in his dissertation paper the factors that lead minors to buy online game vouchers, the safeguards for minors when purchasing and selling game vouchers online, and the legal obligations of business actors to young people who buy game vouchers. The findings of this study are as follows: (1) Indonesia still lacks legal provisions governing business actors' obligations when buying from and selling to minors, and (2) the form of business actors' obligations when compensating consumers is refunds or other compensation decided upon by the relevant parties. The study paper in question will be supported by the findings of this one. Based on the background information and the research mentioned above, it is necessary to further explore the business actors' levels of accountability in regards to the purchase and sale of mobile online game vouchers as well as the legal ramifications of minors' purchase and sale of such vouchers.

B. RESEARCH METHODS

Legal research is a method to identify legal rules, legal principles, and legal doctrines to address the current legal difficulties, according to Peter Mahmud Marzuki's explanation in his book (Marzuki, 2017:35). The method of inquiry is normative juridical or doctrinal, and it involves completing literature reviews employing a range of legal theories and statutory laws. The method of inquiry is normative juridical, and it involves doing literature reviews utilizing a range of legal

theories and statutory laws. Statutes Approach and Doctrinal Approach are the research methodologies employed. The Statutes Approach is a method used to examine current legal issues-related legislation and regulations. This strategy tries to investigate each law's consistency and appropriateness. In contrast, the Doctrinal Approach examines the doctrines of jurists found in the literature. In order to analyse the legal concerns, the writers will use primary, secondary, and non-legal legal materials as well as non-legal materials. All of this material will then be put together and used as a support in order to discover solutions to the legal difficulties that need to be resolved.

C. RESULTS AND DISSCUSION

1. Protection of Minors in Online Sales and Purchases

In the legal context, an individual is recognized with a legal capacity if he or she is categorized as an adult. There is no disposition in legal regulations that specifically regulates the ability to act and individual maturity (Subekti, 2005:135-137). The age limit stated in Article 330 of the Indonesian Civil Code is described as follows: "Minors are those who have not reached the full age of twenty-one years and who have not previously entered into matrimony." Therefore, the Indonesian Civil Code states that a person is considered a child, that is, he or she is not yet an adult until he reaches the age of 21 (twenty-one) or has been married before reaching that age. This means that the reference age for minors according to the Indonesian Civil Code is 21 (twenty-one) years old. However, in 2002 Indonesia issued Law Number 23 of 2002 concerning Child Protection which was changed to Law Number 35 of 2014 (hereinafter referred to as the Child Protection Law). This law stipulates the definition of a child as someone under the age of 18 (eighteen), with the exception if, according to the law applicable to the person concerned, he or she has reached adulthood earlier (Moh. Yusuf D.M., 2022). With the existence of this Child Protection Law, the age of minors now is under 18 (eighteen) years.

It can be seen that there is a difference in the definition of a minor between Article 330 of the Indonesian Civil Code (under 21 years) and the Child Protection Law (under 18 years). However, with the existence of the *lex specialis derogate legi generali* principle, the Child Protection Law will be more dominant in determining the age of minors because it is a law that is more specific and newer. Therefore, the age of minors that is often used in this context is under 18 (eighteen) years old, by the Child Protection Act. This is related to Article 1320 of the Civil Code which

states that the legal requirements of an agreement are that those who bind themselves are capable of making an agreement regarding a certain matter and a lawful cause. Therefore, there is no legal agreement if the one who makes it is not legally competent to do the act. In this context, legal incompetence refers to the inability of a person to take legal action independently and be responsible for that action.

Based on Article 2 of the Indonesian Civil Code, individuals become the subject of legal rights and obligations from the moment of birth to death. However, not everyone who is considered a legal subject (*recht*) has the ability or capability to exercise his or her own rights and obligations (Kumalasari & Ningsih, 2018). Strictly speaking, the Indonesian Civil Code does not provide a clear definition of what is competent. From a conceptual point of view, ability (*bekwaam*) is related to a person's physical and psychological condition. Thus, the meaning of ability is related to age, related to individuals who are no longer considered "underage", that is, after they are considered to have entered the final stage of maturity or what is known as maturity. This is related to a person's healthy mental abilities and knowledge in understanding the consequences of his actions.

Incompetence according to Article 1320 of the Civil Code applies to people who have not reached the level of legal eligibility to commit an act. For example, if there is a 15 (fifteen) years old minor who wants to make buying and selling transactions online, according to Article 330 of the Indonesian Civil Code, he is still considered a minor and has not yet reached the age of adult, which is stipulated in Article 330 of the Indonesian Civil Code. Therefore, based on Article 1320 of the Civil Code, the 15 (fifteen) years old minor is declared not legally competent to carry out online buying and selling transactions because he has not yet reached the legal age to carry out such actions. However, in the context of the Child Protection Law which stipulates the age of a minor under 18 (eighteen) years old, a 15-year-old child is also considered a minor and is in a category that requires special protection. Thus, even though based on Article 330 of the Indonesian Civil Code he has not yet reached the age of majority (21 years old), based on the Child Protection Law, he is also considered not old enough (under 18 years old) and requires special protection in doing online transactions. In this case, incompetence according to Article 1320 of the Indonesian Civil Code and the definition of a minor in the Child Protection Act are relevant. These two regulations are important to ensure that children who have not reached the legal age of consent are not involved in actions

that could potentially harm them and to provide adequate legal protection for them as a vulnerable group.

The existence of online games creates such opportunities for players. The more popular an online game, the more players make buy and sell transactions through that game (Purwanta, 2012:151). Online game vouchers are digital products used to make purchases in games or game platforms. Lately, there are many recent cases on social media about the phenomenon of parents who are enraged with their kids after buying online game vouchers without the parents' consent. Parents feel disappointed and sad about their children's behavior in making game transactions, considering that all the payments made come from the parent's money. So far, the Indonesian government has not regulated the selling of online game vouchers yet (Rafsanjani et al., 2022). Therefore, the sale and purchase of this virtual property is freely done by minimarkets or even online stores.

The requirement of identification of ID cards in-game transactions is much needed to be regulated furtherly. If not, there is a legal vacuum or open access for minors to be able to transact it. Although game-vouchers are not generally considered to pose the same health or safety risks as liquor. The sale of liquor is governed by laws and regulations governing the trade and consumption of alcoholic beverages, and an ID card may be required to verify the legal age of the purchaser. Meanwhile, online game vouchers these days are generally sold freely without special regulations that require customers to submit ID cards. Based on differences in product classification and applicable regulations, legally speaking, no requirement requires customers to attach an ID card when buying online game vouchers. However, the 1945 Constitution guarantees the survival, growth, and development of children. Article 28B paragraph (2) of the 1945 Constitution states, "Every child has the right to survival, growth and development and is entitled to protection from violence and discrimination." This provision emphasizes the importance of providing full protection for every child to live, grow and develop optimally. The right to survival includes the right to have access to adequate food, clothing, shelter, and health services. The right to growth and development means that children have the right to education, health, and opportunities to develop their potential and talents. In addition, the right to be protected from violence and discrimination means that children must be free from all forms of physical, psychological, and sexual violence or exploitation. This also means that the

government must create such regulation which restricts minors from doing online transactions, especially online game vouchers which can lead to gaming addiction. Looking back at the facts that children are considered to be more prone to using online games than adults (Lemmens et al., 2009). As they still learn about self-control, the use of technology can cause children to be addicted. Gaming addiction can lead to problems with mental and physical health, relationships, and school. Besides, young children addicted to gaming may have trouble sleeping and eating, and they become isolated from family and friends. Gaming addiction can also lead to problems with concentration and memory.

Ministerial Regulation No. 11 of 2016 (PERMEN 11/2016) is a regulation issued by the Ministry of Communication and Informatics of the Republic of Indonesia that regulates the classification and rating of electronic interactive games, such as video games. The purpose of this regulation is to provide clear guidelines and classifications regarding the contents and contents of electronic interactive games, so that parents and consumers can make the right decisions regarding the suitability of games for certain players, especially for children. In PERMEN 11/2016, there is an age classification given to each user of electronic interactive games. Article 4 paragraph (3) PERMEN 11/2016: User age group consists of:

- a. Age group 3 (three) years or more;
- b. Age group of 7 (seven) years or more;
- c. Age group of 13 (thirteen) years or more;
- d. Age group of 18 (eighteen) years or more; And
- e. All age groups.

This classification helps parents and consumers in assessing whether the game is suitable for children's ages or not. Apart from that, PERMEN 11/2016 also regulates the classification label that must be displayed on the packaging of electronic interactive games. This label serves as visual information that tells about the age classification of the game and content that may contain elements of violence, strong language, or other mature content. Although PERMEN 11/2016 has made efforts to provide information and guidance for consumers, especially parents, regarding game content and its suitability for the age of players, this regulation has not explicitly provided provisions governing special protection for child gamers, such as further criteria regarding the use of microtransactions in games.

2. Business Actors' Obligations And The Ramifications Of Minors Buying And Selling Online Mobile Game Vouchers

According to the Indonesian Civil Code, it regulates compensation. In the online transaction of buying and selling online game vouchers - it has become a responsibility that needed to be borne by the Company. Besides being regulated in the Indonesian Civil Code, the scope of responsibility of business actors has actually been regulated in Consumer Protection Law which includes compensation for damages, compensation for pollution, and responsibility for compensating consumers. However, this aspect needs to be explained with strong evidence, which shows that it is the business actors who are responsible, thus creating obligations for the business actors.

In terms of compensating for losses incurred by purchasing online mobile game vouchers, the responsibilities borne by business actors are similar to the general responsibilities regulated by Article 19 paragraph (1) of the Consumer Protection Law. This includes the responsibility to compensate for damages, the responsibility to deal with pollution, and the responsibility to compensate other parties. Details regarding this type of compensation have also been regulated in Article 19 paragraph (1) of the Consumer Protection Law, namely:

- 1) Refunds;
- 2) Replacement of goods and/or services of equivalent value
- 3) Health care
- 4) Providing compensation

As explained in Article 1234 of the Indonesian Civil Code, buying and selling transactions involve an element of agreement. All individuals or legal entities have the potential to act as subjects in a sale and purchase agreement. Both as sellers and buyers, provided that they have reached the age of majority and/or are married. Maturity is an important objective aspect of a sale and purchase agreement. If an agreement does not meet these objective criteria, then it is very likely that the sale and purchase agreement can be canceled or voidable. It should be emphasized that the sale and purchase agreement for online game vouchers, as explained above, will have an impact on the validity of the sale and purchase agreement. Parents who request a refund should have a strong basis for demanding a refund because the agreement does not meet the objective requirements of the sale and purchase agreement (with the result being the cancellation of the online game voucher sale and purchase transaction).

In this case, Indonesia can reflect the refund mechanism from China. In 2020, there was a new regulation from China's Supreme Court that makes online games and live-streaming platforms responsible for ensuring that users are spending their own money. The Supreme People's Court stated that it is invalid for minors under 18 (eighteen) to spend money online without the knowledge of their parents or guardians. In this case, parents and guardians should be eligible for refunds in such situations. China's government governs a much-needed legal standard for handling so many disputes which involved children who spent hundreds-thousand of yuan just to buy exclusive items and other bonuses in online games (Meihan, 2020).

It makes it clear that business actors who provide online games or online voucher games seller must take active measures to prevent minors from spending large sums of money online. In this case, business actors might opt to identify minors with voice recognition or maybe restrict their payment odd behavior. By this guideline, the business actors must bear social responsibility to ensure that their entertainment services include identify-verification mechanisms capable of preventing minors from misbehaving. All in all, the government must also take this chance to strengthen the regulation from the macro to the micro sector. From the context of the growth of the online game industry in Indonesia to the legal protection of child consumers in the digital environment to the obligation of business actors to provide information about the contents of game vouchers and the age limit in them.

D. CONCLUSION

In order to ensure that minors who have not reached the legal age of consent are not participating in actions that could potentially hurt them and to provide them with proper legal protection as a vulnerable group, it is crucial that the Indonesian Civil Code and the Child Protection Act be followed. Online gaming is thought to be more popular among minors than among adults as this age group is more prone to be addicted to technology and they still learn self-control. As of right now, there are no regulations limiting minors' use of online game vouchers. One of the effects of a legal void is that children will have free and unrestricted access to the ability to purchase online game vouchers regardless of age limits. According to the Indonesian Civil Code, if a minor without legal capacity enters into an agreement, it does not meet these subjective and objective standards and is therefore very likely to be canceled or

voidable. Businesses that offer online games or sell online voucher games must take proactive steps to stop minors from making big online purchases. In this regard, parents and guardians ought to be qualified for reimbursements in these circumstances.

Bibliography

- Dihni, V. A. (2022). *Jumlah Gamers Indonesia Terbanyak Ketiga di Dunia*. Databoks. Katadata. Co. Id. <https://Databoks.Katadata.Co.Id/Datapublish/2022/02/16/Jumlah-Gamers-Indonesiaterbanyak-Ketiga-Didunia#:~:Text=Berdasarkan%20laporan>.
- Hakim, M. (2019). *5 Fakta Ibu Dapat Tagihan Game Online Rp 11 Juta*. Regional.Kompas.Com. <https://regional.kompas.com/read/2019/04/11/13120271/5-fakta-ibu-dapat-tagihan-game-online-rp-11-juta-anak-pakai-identitas-ayah?page=all>
- Hermansyah, F. (2021). *Anak Jajan Voucher Game Rp800 Ribu, Orang Tua Cekar Kasir*. CNN Indonesia. <https://www.cnnindonesia.com/ekonomi/20210512191240-92-642024/anak-jajan-voucher-game-rp800-ribu-orang-tua-cekar-kasir>
- Kumalasari, D., & Ningsih, D. W. (2018). Syarat Sahnya Perjanjian Tentang Cakap Bertindak Dalam Hukum Menurut Pasal 1320 Ayat (2) KUH Perdata. *Jurnal Pro Hukum*. <https://doi.org/https://doi.org/10.55129/jph.v7i2.725>
- Lemmens, J. S., Valkenburg, P. M., & Peter, J. (2009). Development and validation of a game addiction scale for adolescents. *Media Psychology*, 12(1), 77-95.
- Marzuki, M. (2017). *Penelitian Hukum: Edisi Revisi*. Prenada Media. [https://books.google.co.id/books?hl=id&lr=&id=CKZADwAAQBAJ&oi=fnd&pg=PA1&dq=Peter+Mahmud+Marzuki,+Penelitian+Hukum,+Jakarta:+Kencana+Prenada+Media+Group,+2005\)&ots=mmPqdQ2iSL&sig=P-7H6--A68RHM6S4Lkq89haK7Mo&redir_esc=y#v=onepage&q=PeterMahmudMarzuki%2C%20Penelitian%20Hukum%2C%20\(Jakarta%3A%20Kencana%20Prenada%20Media%20Group%2C%202005\)&f=false](https://books.google.co.id/books?hl=id&lr=&id=CKZADwAAQBAJ&oi=fnd&pg=PA1&dq=Peter+Mahmud+Marzuki,+Penelitian+Hukum,+Jakarta:+Kencana+Prenada+Media+Group,+2005)&ots=mmPqdQ2iSL&sig=P-7H6--A68RHM6S4Lkq89haK7Mo&redir_esc=y#v=onepage&q=PeterMahmudMarzuki%2C%20Penelitian%20Hukum%2C%20(Jakarta%3A%20Kencana%20Prenada%20Media%20Group%2C%202005)&f=false)
- Meihan, L. (2020). *Parents Entitled to Refunds of Kids' Unauthorized Online Spending*. Sixth Tone. <https://www.sixthtone.com/news/1005682>
- Moh. Yusuf D.M. (2022). Kejahatan Anak Dibawah Umur dari Aspek sosiologi Hukum. *Jurnal Ilmu Hukum "THE JURIS."* <https://doi.org/https://doi.org/10.56301/juris.v6i1.646>
- Mustary, R. L. M. (2022). *TANGGUNG JAWAB PERDATA PELAKU USAHA TERHADAP ANAK DI BAWAH UMUR YANG MELAKUKAN PEMBELIAN VOUCHER GAME*.
- Novianty, D., & Prastyas, D. (2022). *Kominfo: Orang Indonesia Lebih Banyak Main Game di Ponsel*. Suara. Com. <https://www.suara.com/tekno/2022/07/10/101706/kominfo->

orang-indonesia-lebih-banyak-main-game-di-ponsel

Oktazian, D. (2021). *Beredar Video Anak Dianiaya Ayahnya, Gegara Top Up Voucher Free Fire Rp2 Juta Tanpa Izin Orang Tua*. Pangandaran Talk.

Purwanta, M. A. (2012). *ANALISA HUKUM TERHADAP TRANSAKSI ATAS KEBENDAAN VIRTUAL PADA PENYELENGGARAAN PERMAINAN ONLINE* [Universitas Indonesia]. [https://lib.ui.ac.id/file?file=digital/20316314-T31518-Analisa hukum.pdf](https://lib.ui.ac.id/file?file=digital/20316314-T31518-Analisa%20hukum.pdf)

Rafsanjani, L. H., Ashari, D. A., & Amriansyah, H. (2022). FORMULASI PERATURAN TENTANG PEMBatasan USIA DALAM TRANSAKSI ONLINE GAME VIRTUAL PROPERTY PADA TOKO SWALAYAN SEBAGAI SARANA PERLINDUNGAN ANAK. *CREPIDO*, 4(2), 95-113.

Subekti. (2005). *Hukum perjanjian* (Cet. 21). Intermasa.